

THOMAS F. BOWLER.

[To accompany Bill H. R. No. 579.]

APRIL 6, 1860.

Mr. G. ADAMS, from the Committee on Post Offices and Post Roads,  
made the following

REPORT.

*The Committee on Post Offices and Post Roads, to whom was referred the petition of Thomas F. Bowler, of New Mexico, make the following report:*

That on the 21st day of May, 1858, the petitioner entered into a contract with the Post Office Department to transport the mails from Neosha, in the State of Missouri, to Albuquerque, New Mexico, at the sum of \$17,000 per annum, for the period of four years; service to commence on the 1st day of October or the 1st day of November thereafter.—(See copy of contract and letter of the department of May 21, 1858.)

Petitioner commenced the service on the 15th October, 1858, and continued to transport the mails with fidelity and promptness until the 15th August, 1859.

On the 17th May, 1859, the Post Office Department, by letter to petitioner, notified him that his "contract would be annulled on the 1st of July, 1859," giving as the only reason for so doing the failure of Congress to appropriate the means necessary to carry on the mail service.—(See letter of that date.)

On the 20th June, 1859, petitioner, having received the aforementioned notice from the department, informed the Postmaster General, by a letter of that date, that he was anxious and willing to comply with his contract with the government, and rely upon Congress to get his pay, and also denying the right of the Postmaster General to annul it.—(See letter of that date.)

On the 7th July, 1859, the Postmaster General, by letter, informed Mr. Bowler that his contract had been annulled; that in consequence of the failure of Congress to make appropriations for the mail service there was no money on hand, and he had taken immediate steps to reduce the expenses, and had selected Bowler's route for discontinuance. He stated, moreover, that he supposed Congress would indemnify him for all loss or damage he might sustain in consequence of the action of Congress in failing to make the appropriation.—(See letter of that date.)

The petitioner claims that he has sustained damages and losses to the extent of \$61,879 in consequence of the annulment of his contract aforesaid, and asks Congress to grant him relief.—(See account filed.) The account embraces a variety of items, some of which your committee are of opinion should be allowed and others rejected. For instance, in the account filed he charges the sum of \$21,200, the value of pre-emption rights to 640 acres of land every twenty miles, as per his contract. Of this matter we will speak hereafter. We also deduct as charged in the account the sum of \$5,392 interest upon the sum of \$44,110 as per account, and also the sum of \$1,700 for services to Watts, and \$1,080 for guns and pistols charged. The account, therefore, after making the deductions which we think just and proper, will stand thus:

Whole amount claimed..... \$81,807 00

Deduct:

Mules remaining, after the deduction of 29 lost out of the 73.....	\$4,400 00	
By amount received from the Post Office Department.....	13,772 67	
By the value of coaches.....	503 00	
Two wagons.....	165 00	
Six sets of harness.....	300 00	
Outfit remaining.....	200 00	
Buggy and harness.....	250 00	
Value of pre-emption rights.....	21,200 00	
Interest charged in account.....	5,392 00	
Services to Watts charged.....	1,700 00	
Amount charged for guns and pistols.....	1,080 00	
		<hr/> 48,962 67
Balance due.....		<hr/> <hr/> 32,844 33

For the correctness of the items above allowed, see affidavits and proof on file.

Under the whole state of the case presented to the committee, they are of opinion that the petitioner is entitled to relief. He has shown a willingness to comply with his contract in every particular; commenced and carried it on in good faith and fidelity until the annulment, and was suddenly placed in a position by the action of the Postmaster General which will result in his entire ruin unless indemnified by the government. From the proof on file to which we make reference we allow him the sum of \$32,844 33, which we believe will not prove adequate to his damages and loss, and recommend its payment.

We also recommend that the petitioner be granted his pre-emption rights under his contract to the 640 acres land, believing, as we do, that under the proper construction of the law he is entitled to the same whenever he is *engaged* in carrying the mails under a contract with the government, (see section 53 of act of 1855,) and offer bills to afford him appropriate relief.